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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION II

IN THE MATTER OF:

BROWNING-FERRIS INDUSTRIES OF NEW
YORK, INC., BROWNING-FERRIS
INDUSTRIES OF PATTERSON, NEW
JERSEY, INC., and BROWNING-FERRIS
INDUSTRIES OF SOUTH JERSEY, INC.,

Respondents.

Proceedings under the
Comprehensive Environmental
Response, Compensation, and
Liability Act of 1980, as
amended, 42 U.S.C. § 9601
et seq.

INDEX NUMBER
II-CERCLA-94-0221

10/14/94

Used Type Case 122H

AGREEMENT AND COVENANT NOT TO SUE

I. INTRODUCTION

WHEREAS, this Agreement and Covenant Not to Sue
("Agreement") is made and entered into by and among the United
States Environmental Protection Agency ("EPA") and Browning-
Ferris Industries of New York, Inc. ("BFI of New York"),
Browning-Ferris Industries of Patterson, New Jersey, Inc. ("BFI
of Patterson, NJ"), and Browning-Ferris Industries of South
Jersey, Inc. ("BFI of South Jersey") (collectively, "the Settling
Respondents") to resolve potential claims EPA may have under the
Comprehensive Environmental Response, Compensation, and Liability
Act of 1980, as amended ("CERCLA"), 42 U.S.C. §§ 9601 et seq.;

WHEREAS, BFI of New York is a corporation organized under
the laws of the State of New York; BFI of Patterson, NJ is a
corporation organized under the laws of the State of New Jersey;

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and BFI of South Jersey is a corporation organized under the laws of the State of New Jersey;

WHEREAS, BFI of New York entered into an Asset Purchase Agreement with Round Lake Sanitation Corporation ("Round Lake Sanitation"), Westfalls Disposal Service, Inc. ("Westfalls Disposal"), and Orange County Sanitation, Inc. ("Orange County Sanitation") on June 30, 1994, as amended;

WHEREAS, BFI of Patterson, NJ and BFI of South Jersey entered into an Assets Purchase Agreement with Round Lake Sanitation and I.S.A. In New Jersey, Inc. ("I.S.A.") on June 30, 1994, as amended;

WHEREAS, I.S.A., Round Lake Sanitation, Westfalls Disposal, and Orange County Sanitation, are owned and/or operated by various members of the Mongelli family including, but not limited to, Louis J. Mongelli, Robert A. Mongelli, and Louis J. Mongelli, Jr.;

WHEREAS, on October 8, 1991, Louis J. Mongelli, Robert A. Mongelli, and Louis J. Mongelli, Jr., individually, and I.S.A., Round Lake Sanitation, and Orange County Sanitation, corporately, among others, were indicted by a grand jury empaneled in the United States District Court for the Southern District of New York on charges, among others, of conspiracy to commit bribery, bribery, racketeering, money-laundering, conspiracy to commit tax evasion, and tax evasion in an action named United States v. Robert J. Mongelli, et al., No. 91-Cr-821 (VLB) (S.D.N.Y.);

WHEREAS, on September 25, 1992, Louis J. Mongelli, Robert A.

Mongelli, Louis J. Mongelli, Jr., as well as several unindicted individuals, and I.S.A., Round Lake Sanitation, and Orange County Sanitation, as well as several unindicted corporations including Westfalls Disposal, entered into an agreement (hereinafter, the "Plea Agreement") with the United States Attorney for the Southern District of New York with regard to the indictment in United States v. Robert J. Mongelli, et al., No. 91-Cr-821 (VLB) (S.D.N.Y.), and the United States District Court for the Southern District of New York accepted the Plea Agreement on September 26, 1992;

WHEREAS, pursuant to the Plea Agreement Louis J. Mongelli, Robert A. Mongelli, and Louis J. Mongelli, Jr., along with the other indicted and unindicted individual and corporate parties to the Plea Agreement, agreed as follows: that five million dollars (\$5,000,000) of the undivided interest in the indicted and unindicted corporate parties to the Plea Agreement should be deemed a RICO forfeiture, criminal fine, and cost of prosecution pursuant to 18 U.S.C. § 1963(a) & (c); that any direct or indirect interest in any companies in the waste carting business, including I.S.A., Round Lake Sanitation, Westfalls Disposal, Orange County Sanitation, and the other unindicted corporate parties to the Plea Agreement, would be sold by September 23, 1993; that the indicted and unindicted corporate parties to the Plea Agreement would be sold only to persons, entities, or governmental agencies approved in writing, and on terms accepted in writing, by the United States Attorney for the Southern

District of New York; and that proceeds from the sale of the indicted and unindicted corporate parties to the Plea Agreement to the extent of five million dollars (\$5,000,000) would be paid to the United States in satisfaction of the RICO forfeiture, criminal fine, and costs of prosecution provided for in the Plea Agreement;

WHEREAS, the United States Attorney for the Southern District of New York has agreed that the Settling Respondents may purchase the assets of I.S.A., Round Lake Sanitation, Orange County Sanitation, and Westfalls Disposal;

WHEREAS, I.S.A., Round Lake Sanitation, Orange County Sanitation, and Westfalls Disposal may be liable for response costs pursuant to Section 107(a)(4) of CERCLA, 42 U.S.C. § 9607(a)(4), at a number of sites, including, but not limited to, those sites identified on Attachment B to this Agreement;

WHEREAS, of the sites identified on Attachment B to this Agreement, EPA has incurred response costs at, among others, the Warwick Landfill Superfund Site, the Hertel Landfill Superfund Site, the Ramapo Landfill Superfund Site, and the Kin-Buc Landfill Superfund Site, each of which is listed on the National Priorities List, 40 C.F.R. Part 300, Appendix B;

WHEREAS, I.S.A. and Round Lake Sanitation are defendants in an action pursuant to Section 107(a)(4) of CERCLA, 42 U.S.C. § 9607(a)(4), United States v. International Paper Company et al., No. 94-Civ-4681 (GLG) (S.D.N.Y.), for the recovery of response costs incurred and to be incurred by EPA at the Warwick

Landfill Superfund Site in Warwick, New York, and for civil penalties and damages pursuant to Sections 106(b)(1) and 107(c)(3) of CERCLA, 42 U.S.C. §§ 9606(b)(1) and 9607(c)(3), for failure to comply with a Unilateral Administrative Order issued to them by EPA pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a);

WHEREAS, I.S.A. is a defendant in an action pursuant to Section 107(a)(4) of CERCLA, 42 U.S.C. § 9607(a)(4), United States v. Western Publishing Co., et al., No. 94 Cv. 1247 (N.D.N.Y.), for the recovery of response costs incurred and to be incurred by EPA at the Hertel Landfill Superfund Site in Plattekill, New York;

WHEREAS, I.S.A. and Round Lake Sanitation have reached an agreement in principle with the United States to resolve certain CERCLA liability at the Warwick Landfill Superfund Site, the Hertel Landfill Superfund Site, the Ramapo Landfill Superfund Site, and the Kin-Buc Landfill Superfund Site in exchange for the payment of one million dollars (\$1,000,000) to be paid from the proceeds of the assets sold to the Settling Respondents;

WHEREAS, according to the Asset Purchase Agreements, I.S.A. and Round Lake Sanitation have requested that BFI of New York pay one million dollars (\$1,000,000) at the closing of the Asset Purchase Agreements, on behalf of I.S.A. and Round Lake Sanitation, to the Escrow Agent designated by the Escrow Agreement, to be entered into prior to the closing on the Asset Purchase Agreements, between I.S.A., Round Lake Sanitation, and

the United States to be held in escrow pending a final judgment on I.S.A.'s and Round Lake Sanitation's CERCLA liabilities or settlement of those liabilities;

WHEREAS, BFI of New York, BFI of Patterson, NJ, and BFI of South Jersey have represented to the United States that they will not operate under the corporate names, trade names, or logos of I.S.A., Round Lake Sanitation, Orange County Sanitation, and Westfalls Disposal, except for a reasonable period immediately following the closing of the Asset Purchase Agreements until the identifying marks on the assets being purchased can be removed or changed;

WHEREAS, BFI of New York, BFI of Patterson, NJ, and BFI of South Jersey have represented to the United States that they will not employ as officers or directors any of the officers or directors of I.S.A., Round Lake Sanitation, Orange County Sanitation, and Westfalls Disposal;

WHEREAS, BFI of New York, BFI of Patterson, NJ, and BFI of South Jersey have represented to the United States that they do not, nor will they, have any shareholders in common with the shareholders of I.S.A., Round Lake Sanitation, Orange County Sanitation, and Westfalls Disposal;

WHEREAS, BFI of New York, BFI of Patterson, NJ, and BFI of South Jersey have represented to the United States that they intend to comply with all applicable local, state, and federal laws and regulations governing the use, storage, transportation, generation, release, and disposal of hazardous substances or

hazardous wastes during the operation or utilization of any of the assets acquired in the Asset Purchase Agreements;

WHEREAS, the United States Attorney for the Southern District of New York has extended the deadline in the Plea Agreement for sale of the waste carting companies from September 23, 1993 in order to allow the consummation of the above Asset Purchase Agreements and the Court has agreed to that extension;

WHEREAS, the Settling Respondents are each "persons" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21);

WHEREAS, the purpose of this Agreement is to settle and resolve, subject to the reservations and limitations contained herein, the Settling Respondents' potential liability pursuant to Sections 106 or 107(a)(4) of CERCLA, 42 U.S.C. §§ 9606 or 9607(a)(4), which may otherwise result from their acquisition of the assets of I.S.A., Round Lake Sanitation, Orange County Sanitation, and Westfalls Disposal;

WHEREAS, the resolution of this potential liability, in exchange for the commitments of the Settling Respondents to EPA as set forth herein, is in the public interest;

NOW, THEREFORE, the parties to this Agreement and Covenant Not to Sue agree as follows:

II. DEFINITIONS

1. Unless otherwise expressly provided herein, terms used in this Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them

in CERCLA or in such regulations.

2. "Agreement" shall mean this Agreement and Covenant Not To Sue.

3. "Asset Purchase Agreements" shall mean the Asset Purchase Agreements entered into by and among BFI of New York and Round Lake Sanitation, Westfalls Disposal, and Orange County Sanitation on June 30, 1994, as amended, and by and among BFI of Patterson, NJ and BFI of South Jersey and Round Lake Sanitation and I.S.A. on June 30, 1994, as amended.

4. "Documents" or "Records" shall mean the complete original (or a complete copy where the original is unavailable) and each non-identical copy (where different from the original because of notes made on the copy or otherwise) of any writing or record, including but not limited to all written, typewritten, handwritten, printed or graphic matter of any kind or nature, however produced or reproduced, any form of collected data for use with electronic data processing equipment, and any mechanical or electronic visual or sound recordings, including, without limitation, all tapes and discs, including all documents as defined in the broadest sense permitted by Rule 34 of the Federal Rules of Civil Procedure. The terms "Document" or "Record" shall include, but not be limited to, any logs of materials or containers shipped, other logs, invoices, purchase orders, checks, receipts, bills of lading, weight receipts, toll receipts, loading tickets, receiving tickets, shipping orders, manifests, inventories, letters and other correspondence, offers,

contracts, agreements, bids, proposals, licenses, permits, reports to government agencies, ledgers, accounts receivable, accounts payable, account statements, financial statements, monthly reports, other reports, minutes of meetings, sales estimates, sale reports, source and use analyses, memoranda, notes, calendar or diary entries, agendas, bulletins, graphs, charts, maps, photographs, drawings, surveys, data, sampling results, analytical results, descriptions of materials, load schedules, price lists, summaries, telegrams, teletypes, computer printouts, magnetic tapes, discs, microfilm, and microfiche.

5. "Effective Date" shall mean the date specified in Section XV of this Agreement (Effective Date).

6. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

7. "Interest," in accordance with 42 U.S.C. § 9607(a), shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507. In calculating Interest, EPA may compound on a daily, monthly or annual basis.

8. "Settling Respondents" shall mean BFI of New York, BFI of Patterson, NJ, and BFI of South Jersey collectively and individually.

9. "United States" shall mean the United States of America and its departments, agencies, and instrumentalities.

III. PARTIES BOUND

10. This Agreement shall apply to and be binding upon EPA, and shall apply to and be binding on the Settling Respondents, their officers, directors, employees, and agents. Each undersigned representative of EPA and the Settling Respondents represents that he or she is fully authorized to enter into the terms and conditions of this Agreement and to bind legally such party.

11. The Settling Respondents may not transfer or assign their interest in this Agreement, in whole or in part, to any other entity.

IV. PAYMENT

12. In consideration of and in exchange for the Covenant Not to Sue herein, the Settling Respondents agree to pay to EPA the sum of two hundred and fifty thousand dollars (\$250,000) on or before the later of (a) thirty (30) days from the Effective Date of this Agreement or (b) the closing date of the Asset Purchase Agreements. The payment shall be made in the form of certified checks made payable to "EPA Hazardous Substance Superfund" in the following amounts: (a) one hundred and eighty seven thousand and five hundred dollars (\$187,500) and referencing the site/spill number 02P1 and index number II-CERCLA-94-0221; (b) fifty five thousand dollars (\$55,000) and referencing site/spill number 02H7 and index number II-CERCLA-94-0221; (c) six thousand two hundred and fifty dollars (\$6,250) and referencing site/spill number 0248 and index number

II-CERCLA-94-0221; and (d) one thousand two hundred and fifty dollars (\$1,250) and referencing site/spill number 0204 and index number II-CERCLA-94-0221. The certified checks shall be forwarded to EPA, Attn: Superfund Accounting, Mellon Bank, P.O. Box 360188M, Pittsburgh, PA 15251. Copies of the checks and any transmittal letter shall be sent to:

Assistant Administrator
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
401 M Street, S.W.
Washington, D.C. 20460

and

Regional Counsel
U.S. Environmental Protection Agency -- Region II
Jacob K. Javits Federal Building
New York, NY 10278
Attn: Warwick Landfill Superfund Site Attorney

and

Chief
Environmental Enforcement Section
Environment & Natural Resources Division
U.S. Department of Justice
P.O. Box 7611, Ben Franklin Station
Washington, D.C. 20044
Attn: 90-11-3-812A

13. In the event that the payment required in Paragraph 12 is not made when due, Interest on the unpaid balance shall accrue from the date payment was due until the date payment is made.

V. RECORD RETENTION/ACCESS TO INFORMATION

14. The Settling Respondents agree to retain in a secure location and not destroy any Documents or Records they have obtained or will obtain from I.S.A., Round Lake Sanitation, Orange County Sanitation, and Westfalls Disposal, or from any

principal, officer, director, contractor, agent or customer of those entities, for a period of fifteen (15) years. Only Documents or Records which relate to the time period prior to the consummation of the Asset Purchase Agreements shall be retained. At the end of fourteen years, the Settling Respondents shall notify EPA of the location of such Documents and Records and shall provide EPA with an opportunity to copy any such Documents and Records. All Documents and Records shall be retained by the Settling Respondents for at least one year from the date EPA receives this notice. Notice shall be made as specified in Paragraph 12, above.

15. The Settling Respondents, at the request of the United States, shall provide EPA with any Documents or Records, or copies thereof, which have been retained by the Settling Respondents as required by Paragraph 14, above. The Settling Respondents shall provide the requested Documents and Records to the United States without the need for formal process pursuant to the Federal Rules of Civil Procedure or applicable law or regulation. All responses to requests shall be made within thirty (30) days of the receipt of the request. The Settling Respondents shall have the option of sending copies of the requested Documents or Records to the United States or allowing inspection and copying of the Documents or Records. The Settling Respondents hereby expressly waive any objections to providing to the United States any of the Documents or Records which have been retained as required by Paragraph 14, above. In no way shall

this Agreement limit the right of the United States to seek or demand the production of any Documents or Records from the Settling Respondents pursuant to applicable law, regulations, or the Federal Rules of Civil Procedure.

16. The Settling Respondents, at the request of the United States, shall make any employee of the Settling Respondents, who was formerly an employee of I.S.A., Round Lake Sanitation, Orange County Sanitation, or Westfalls Disposal prior to the consummation of the Asset Purchase Agreements, available to the United States for interviews, depositions, or for providing other testimony concerning events that occurred prior to consummation of the Asset Purchase Agreements. The Settling Respondents hereby expressly waive any objections to producing any of the referenced individuals for interviews, depositions, or for providing other testimony concerning events that occurred prior to consummation of the Asset Purchase Agreements. In no way shall this Agreement limit the right of the United States to contact or demand the production of any witness pursuant to applicable law, regulations, or the Federal Rules of Civil Procedure, and in no way shall this Agreement limit the rights of any witness.

VI. EFFECT OF THE AGREEMENT

17. Nothing in this Agreement shall in any manner restrict or limit the nature or scope of response actions which may be taken at any site by EPA, a state, or any other persons performing response actions under EPA or state oversight in

fulfilling their responsibilities under federal or state law.

VII. CERTIFICATION

18. By executing this Agreement, the Settling Respondents certify that to the best of their knowledge and belief they have fully and accurately disclosed to EPA all factual information currently in their possession or control and in the possession or control of their officers, directors, employees, contractors and agents that relates in any way to any liability or potential liability of I.S.A., Round Lake Sanitation, Orange County Sanitation, and Westfalls Disposal pursuant to CERCLA.

VIII. COVENANT NOT TO SUE BY EPA

19. Subject to the reservations in Section X of this Agreement (Reservation of Rights), upon payment of the amount specified in Section IV of this Agreement (Payment), EPA covenants not to sue or take any other civil or administrative action against the Settling Respondents for any and all civil liability for injunctive relief and reimbursement of response costs pursuant to Sections 106 or 107(a) of CERCLA, 42 U.S.C. §§ 9606 or 9607(a), that is based upon a claim or cause of action that Settling Respondents are the successors-in-interest to I.S.A., Round Lake Sanitation, Orange County Sanitation, or Westfalls Disposal and are therefore liable or potentially liable for injunctive relief and/or for reimbursement of response costs pursuant to Sections 106 or 107(a)(4) of CERCLA, 42 U.S.C. §§ 9606 or 9607(a)(4).

20. In the event that EPA asserts any claim or cause of

action against Settling Respondents pursuant to Sections 106 or 107(a) of CERCLA, 42 U.S.C. §§ 9606 or 9607(a), the covenant not to sue in Paragraph 19 of this Agreement shall only apply to that part of the claim or cause of action, if any, that is asserted against Settling Respondents on the basis that they are the successors-in-interest to I.S.A., Round Lake Sanitation, Orange County Sanitation, or Westfalls Disposal and are therefore liable or potentially liable for injunctive relief and/or for reimbursement of response costs pursuant to Section 106 or 107(a)(4) of CERCLA, 42 U.S.C. §§ 9606 or 9607(a)(4). The Settling Respondents shall bear the burden of proving that the claim or cause of action is attributable in whole or in part to claims or causes of action that Settling Respondents are the successors-in-interest to I.S.A., Round Lake Sanitation, Orange County Sanitation, or Westfalls Disposal.

IX. COVENANT NOT TO SUE BY SETTLING RESPONDENTS

21. The Settling Respondents hereby covenant not to sue and agree not to assert any claims or causes of action against the United States with respect to this Agreement, including, but not limited to, any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507), under CERCLA Sections 106(b)(2), 107, 111, 112, or 113, or under any other provision of law; any claim against the United States including any department, agency, or instrumentality of the United States pursuant to CERCLA Sections 107 and 113 that is in any manner

related to the actual or potential liabilities addressed in Section VIII of this Agreement (Covenant Not To Sue By EPA); and any claim under the United States Constitution, statute, or at common law, arising out of or relating to any actions taken by, or obligations of, the Settling Respondents pursuant to Section V of this Agreement (Record Retention/Access To Information). Nothing herein shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. Section 300.700(d).

X. RESERVATION OF RIGHTS

22. Notwithstanding the Covenant Not To Sue set forth in Section VIII above (Covenant Not To Sue By EPA), nothing in this Agreement is intended to be, nor shall it be construed to be, a release or covenant not to sue for any claim or cause of action, administrative or judicial, at law or in equity, which the United States has against the Settling Respondents for:

(a) Any matters not expressly included in Section VIII of this Agreement (Covenant Not To Sue By EPA);

(b) Any liability which is not attributable to claims or causes of action that Settling Respondents are the successors-in-interest to I.S.A., Round Lake Sanitation, Orange County Sanitation, or Westfalls Disposal and are therefore liable or potentially liable pursuant to Sections 106 and 107(a)(4) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a)(4);

(c) Any liability under Section 107(a)(1) or (a)(2) of CERCLA, 42 U.S.C. §§ 9607(a)(1) or (a)(2) for any sites or

property owned or operated by any Settling Respondent;

(d) Any and all criminal liability of any Settling Respondent;

(e) Any liability for damages for, injury to, destruction of, or loss of natural resources, including the reasonable costs of assessing such injury, destruction or loss;

(f) Any liability for response costs incurred or to be incurred by federal agencies other than EPA and the Department of Justice on behalf of EPA; or,

(g) Any liability to the United States for failure to comply with the terms of this Agreement, including, if applicable, the right to specific performance or damages.

23. The Covenant Not To Sue in Section VIII of this Agreement shall be null and void if information is discovered which establishes that the certification in Section VII of this Agreement was false as of the Effective Date of the Agreement, or if the Asset Purchase Agreements are not consummated.

24. Nothing in this Agreement is intended as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against I.S.A., Round Lake Sanitation, Orange County Sanitation, or Westfalls Disposal, or any other person, firm, corporation or other entity not a party to this Agreement.

25. The Settling Respondents' entry into this Agreement, and the actions undertaken by the Settling Respondents in

accordance with the Agreement, do not constitute an admission of any liability by the Settling Respondents.

XI. CONTRIBUTION PROTECTION

26.(a) With regard to claims for contribution against the Settling Respondents with respect to any liability attributable to claims or causes of action that Settling Respondents are the successors-in-interest to I.S.A., Round Lake Sanitation, Orange County Sanitation, or Westfalls Disposal and are therefore liable or potentially liable for injunctive relief and reimbursement of response costs pursuant to Section 106 or 107(a)(4) of CERCLA, 42 U.S.C. §§ 9606 or 9607(a)(4), the Parties hereto agree that the Settling Respondents are entitled to such protection from contribution actions or claims as is provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2).

(b) Settling Respondents agree that with respect to any suit or claim for contribution brought against them for matters related to Section VIII of this Agreement (Covenant Not To Sue By EPA) they will notify the United States in writing within 10 business days of service of the complaint on them. In addition, Settling Respondents shall notify the United States within 10 business days of service or receipt of any Motion for Summary Judgment in connection with such suit or claim and within 10 business days of receipt of any order from a court setting a case for trial of such suit or claim.

XII. DISCLAIMER

27. This Agreement does not constitute a finding by EPA as

to the risks to human health and the environment which may be or may have been caused by any actions taken by I.S.A., Round Lake Sanitation, Orange County Sanitation, or Westfalls Disposal.

This Agreement does not constitute any representation by EPA that assets acquired by the Settling Defendants in the Asset Purchase Agreements may be appropriately used for any particular purpose.

XIII. PAYMENT OF COSTS

28. If the Settling Respondents fail to comply with the terms of this Agreement, including, but not limited to, the provisions of Section IV of this Agreement (Payment), they shall be liable to the United States for all litigation and other enforcement costs incurred by the United States to enforce this Agreement or otherwise obtain compliance with this Agreement.

XIV. DEPARTMENT OF JUSTICE APPROVAL

29. This Agreement is subject to the approval of the United States Department of Justice. A document indicating that such approval has been obtained is attached as Attachment A to this Agreement. This Agreement shall not be binding on the United States until Department of Justice Approval has been obtained.


XV. EFFECTIVE DATE

30. The Effective Date of this Agreement shall be the date upon which EPA issues written notice to the Settling Respondents that EPA has fully executed the Agreement and that Department of Justice approval has been obtained.

Agreement and Covenant Not To Sue In the Matter of: Browning-Ferris Industries of New York, Inc., Browning-Ferris Industries of Patterson, New Jersey, Inc., and Browning-Ferris Industries of South Jersey, Inc. Index Number II-CERCLA-94-0221

IT IS SO AGREED:

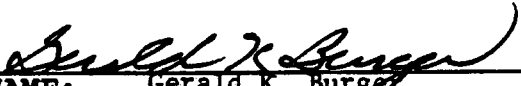
FOR BROWNING-FERRIS INDUSTRIES OF NEW YORK, INC.:



NAME: Gerald K. Burger
TITLE: Vice President/Secretary
ADDRESS: 757 North Eldridge, Houston, Texas 77079

DATE: October 10, 1994


FOR BROWNING-FERRIS INDUSTRIES OF PATTERSON, N.J., INC.:



NAME: Gerald K. Burger
TITLE: Vice President/Secretary/Treasurer
ADDRESS: 757 North Eldridge, Houston, Texas 77079

DATE: October 10, 1994

FOR BROWNING-FERRIS INDUSTRIES OF SOUTH JERSEY, INC.:



NAME: Gerald K. Burger
TITLE: Vice President/Secretary/Treasurer
ADDRESS: 757 North Eldridge, Houston, Texas 77079

DATE: October 10, 1994

Agreement and Covenant Not To Sue In the Matter of: Browning-Ferris Industries of New York, Inc., Browning-Ferris Industries of Patterson, New Jersey, Inc., and Browning-Ferris Industries of South Jersey, Inc. Index Number II-CERCLA-94-0221

IT IS SO AGREED:

FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:



STEVEN A. HERMAN

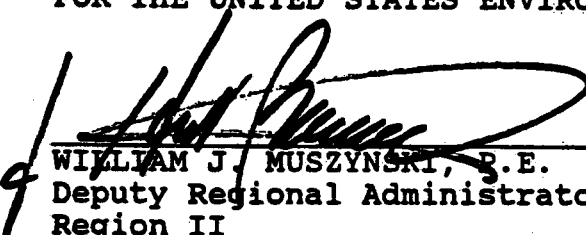
Assistant Administrator for Enforcement
and Compliance Assurance

DATE: 10/14/94

Agreement and Covenant Not To Sue In the Matter of: Browning-Ferris Industries of New York, Inc., Browning-Ferris Industries of Patterson, New Jersey, Inc., and Browning-Ferris Industries of South Jersey, Inc. Index Number II-CERCLA-94-0221

IT IS SO AGREED:


FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:


WILLIAM J. MUSZYNSKI, P.E.
Deputy Regional Administrator
Region II

DATE: 10/13/94

ATTACHMENT A

The United States Department of Justice, Environment and Natural Resources Division, concurs in the proposed Agreement and Covenant Not To Sue In the Matter of: Browning-Ferris Industries of New York, Inc., Browning-Ferris Industries of Patterson, New Jersey, Inc., and Browning-Ferris Industries of South Jersey, Inc. Index Number II-CERCLA-94-0221.



LOIS J. SCHIFFER
Assistant Attorney General
Environment & Natural Resources Division

DATE: 10/14/94

ATTACHMENT B

Facility name	Address	City/State
Advanced Enterprise Recycling	540 Doremus	Newark, NJ
Atlantic Coast Fibers		Passaic, NJ
Automated Modular Systems	1520 Lower Road	Linden, NJ
Bergen County Park	Fort Lee Road	Ridgefield Park, NJ
Bergen County B.C.U.A.		Arlington, NJ
Bridgewater Resource, Inc.	156 Route 206	Somerville, NJ
Clayton Block Company	P.O. Box 928	Lakewood, NJ
Colgate Paper Mill		Sommerset, NJ
Combe Fill South Landfill	Parker Road Box 418	Chester/Washington, NJ
Combe Fill North Landfill	Goldmine Road	Mt. Olive Twp, NJ
Earthline Landfill	100 Lister Avenue	Newark, NJ
Edgeboro Disposal, Inc.	39 Edgeboro Road	East Brunswick, NJ
Edgeboro Landfill		Edgeboro, NJ
Global Landfill	Ernstson Road	Old Bridge, NJ
Hub Recycling		Newark, NJ
Industrial Land Reclaiming	Mill Lane	Edison, NJ
Jacob Goldberg		Perth Amboy, NJ
Jersey City Landfill	Foot of Jersey Avenue	Jersey City, NJ
Kearny Sanitary Landfill	Harrison Avenue	Kearny, NJ
Kin-Buc Landfill	383 Meadow Road	Edison, NJ
Kingsland Park Sanitary Landfill		Little Ferry, NJ
Lotano Landfill		Edison, NJ
Middlesex County - MCUA	P.O. Box B-1	Sayerville, NJ
Morris Co. Transfer Station	9 Sylvan Way	Paraispany, NJ
MSLA 1-C Landfill	600 Belleville Tpke	Kearny, NJ
MSLA 1-A Landfill	402 Kearny Avenue	Kearny, NJ
MSLA 1-D Landfill	1500 Harrison Avenue	Kearny, NJ
P & M Sanitation	Hackensack Meadowlands	North Arlington, NJ

Facility name	Address	City/State
Passaic Co. Transfer Station	317 PA Avenue	Patterson, NJ
PJP Landfill	400 Sip Avenue	Jersey City, NJ
PVSC Sanitary Landfill	Wilson and Doremus Avenues	Newark, NJ
Recycled Fibers	60 Lockwood Street	Newark, NJ
Sharkey Landfill	Edwards and Sharkey Roads	Parsippany, NJ
Solid Waste Transfer and Recycling	442 Frelingwysen	Newark, NJ
Sussex County Landfill	Route 94	Lafayette, NJ
Thruway Paper	109 McKinley Street	Hackensack, NJ
United Carting Co. Inc. Transfer Station	61 Broad Avenue	Fairview, NJ
United Wood Recycling	400 Sip Avenue	Jersey City, NJ
Al Turi Landfill	Hartley Road	Goshen, NY
Arthur Trovei Scrap Yard	83 River Road	Sparrowbush, NY
Brim Recycling	Route 211	Cuddebackville, NY
Chesterfield Paper	River Road	Cornwall, NY
Clarkstown Transfer Station	10 Maple Avenue	New City, NY
Dutchess County Resource Recovery	41 Sand Dock Road	Poughkeepsie, NY
Hertel Landfill	Rt. 44/55 and Bedell Ave.	Plattekill, NY
HRT of Orange County	Leone Lane	Chester, NY
Hudson Baylor	55 Broad Street	Newburgh, NY
Karta Container	Route 9	Peekskill, NY
Lafayette Paper	River Road	Cornwall, NY
Mayer Landfill	Prospect Hill	Blooming Grove, NY
New Rochelle Transfer Station	Main Street	New Rochelle, NY
Orange County Sanitary Landfill	Route 17M	Goshen, NY
Ramapo Landfill	237 Route 59	Suffern, NY
Ramapo Transfer Station	237 Route 59	Suffern, NY
Resource Recovery Facility		Peekskill, NY
Sullivan Co. Transfer	100 North Street	Monticello, NY

Facility name	Address	City/State
Taylor Tree Recycling, Inc.	Kneely Town Road	Montgomery, NY
Teplitz Recycling	Church Street	Middletown, NY
Town of Mamikating Landfill		Mamikating, NY
Warwick Landfill	Penaluna Road	Warwick, NY
Weinerts Recycling	Route 211	Middletown, NY
Keystone Sanitary Landfill	Dunham Road	Dunmore, PA